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UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Linda Lewin, an individual,

Plaintiff,

v.

IANET, Inc., an Arizona corporation; John  
Donley and Rona Donley, husband and  
wife;

Defendants.

Case No.:

**COMPLAINT**

**(JURY TRIAL REQUESTED)**

Plaintiff alleges:

1. This case arises out of Defendants' unlawful employment practices. Specifically, Defendants failed and refused to pay overtime to Plaintiff as required by the Fair Labor Standards Act ("**FLSA**"), 29 U.S.C. § 201 *et seq.*

2. Pursuant to 28 U.S.C. § 1331, this Court has original jurisdiction over Plaintiff's claim under the FLSA.

1           3.       This Court is the proper venue, pursuant to 28 U.S.C. § 1391, because the  
2 Defendants reside in Arizona and all of the events or omissions giving rise to Plaintiff's  
3 claim occurred in Maricopa County, Arizona.

4           4.       Plaintiff is currently, and at all times relevant to this action was, a resident  
5 of Maricopa County, Arizona.

6           5.       Defendant IANET, Inc. is an Arizona corporation, and is doing business in  
7 Maricopa County. At all relevant times, IANET was Plaintiff's "employer" as defined in  
8 29 U.S.C. § 203(d).

9           6.       Upon information and belief, Defendants John A. Donley and Rona Donley  
10 are a married couple and are residents of Maricopa County, Arizona. They have caused  
11 events to occur giving rise to this Complaint for which their marital community is fully  
12 liable. Mr. Donley is President and Chief Executive Office of IANET. Mr. Donley is the  
13 sole Director of IANET. Mrs. Donley is Secretary of IANET. In their capacities as  
14 officers of IANET, both Mr. Donley and Mrs. Donley exercise significant economic  
15 control over IANET, including control over decisions regarding how to pay Plaintiff. At  
16 all relevant times, Mr. and Mrs. Donley were Plaintiff's "employer" as defined in 29  
17 U.S.C. § 203(d).

18           7.       IANET is a nation-wide insurance appraisal management company.  
19 Insurance companies retain IANET to serve as an independent appraiser and adjuster of  
20 insurance claims.

21           8.       Plaintiff worked for IANET from January 2008 through August 2012.  
22  
23  
24  
25

1           9.     Plaintiff customarily and regularly performed non-exempt work for  
2 purposes of the FLSA.

3           10.    Plaintiff worked in IANET's "total loss" department. Her primary job duty  
4 was to transfer completed appraisal reports to IANET's client insurance companies.

5           11.    IANET required Plaintiff to transfer at least 31 appraisal reports per day.

6           12.    Plaintiff did not evaluate or modify the substance of any appraisal reports.

7           13.    Plaintiff did not make any decisions regarding assigning work to appraisers.

8           14.    Plaintiff did not evaluate appraisers' work.

9           15.    Plaintiff did not schedule appraisers' work.

10          16.    Plaintiff did not negotiate with appraisers on behalf of IANET.

11          17.    Plaintiff's job duties also included obtaining bids from salvage yards and  
12 forwarding the bid information to IANET's client insurance companies.  
13

14          18.    Plaintiff made no decisions regarding which salvage bids to accept.

15          19.    Plaintiff did not negotiate with salvage yards on behalf of IANET or its  
16 client insurance companies.  
17

18          20.    Plaintiff's job duties also included preparing invoices for IANET's client  
19 insurance companies.  
20

21          21.    Plaintiff had no authority to make changes to invoices.

22          22.    Plaintiff did not negotiate on behalf of IANET with client insurance  
23 companies regarding invoices.

24          23.    Plaintiff regularly worked five days per week, Monday through Friday.  
25

1           24. Plaintiff regularly reported to work at approximately 8:00 a.m. each work  
2 day.

3           25. Plaintiff regularly stopped work at 6:00 p.m. or later each work day.

4           26. Plaintiff regularly clocked in and out of work using IANET's computerized  
5 time-keeping system.

6           27. Plaintiff regularly worked in excess of 40 hours per week.

7           28. Defendants paid Plaintiff on a salary basis.

8           29. At the end of her employment, Plaintiff's weekly salary was \$703.85.

9           30. Plaintiff received no commissions or any other form of compensation in  
10 addition to her fixed salary.

11           31. Plaintiff received less than \$100,000 in total compensation on an annual  
12 basis.

13           32. Plaintiff received no overtime pay for hours worked in excess of 40 each  
14 work week.

15           33. Plaintiff had no managerial duties or functions.

16           34. Plaintiff rarely, if ever, exercised discretion and independent judgment in  
17 connection with matters of significance.

18           35. Plaintiff was subject to daily supervision and was not free from supervision  
19 in connection with matters of significance while employed by Defendants.

20           36. Plaintiff did not have the authority to commit Defendants in matters that  
21 had significant financial impact.

1           37. Plaintiff had little, if any, authority to waive or deviate from established  
2 policies and procedures without prior approval.

3           38. Plaintiff did not supervise other employees.

4           39. Plaintiff made no decisions or recommendations regarding hiring, firing, or  
5 disciplining other employees.

6           40. Plaintiff made no decisions regarding work schedules for other employees.

7  
8                                   **COUNT ONE**

9           **(Failure to Pay Overtime Wages in Violation of the Fair Labor Standards Act)**

10          41. Plaintiff incorporates by reference the allegations above.

11          42. Plaintiff was a covered “employee” and Defendants were Plaintiff’s  
12 “employer” as those terms are defined by the FLSA.

13          43. Defendants’ annual gross volume of sales or business done was not less  
14 than \$500,000.00.

15          44. Defendants are a covered “Enterprise engaged in commerce or in the  
16 production of goods for commerce” as that term is defined by the FLSA, 29 U.S.C. §  
17 203.  
18

19          45. Plaintiff was a covered individual “engaged in commerce or in the  
20 production of goods for commerce” as that term is defined by the FLSA.  
21

22          46. The overtime provision of the FLSA, 29 U.S.C. § 207, applies to  
23 Defendants.

24          47. Plaintiff regularly worked in excess of 40 hours per week for Defendants,  
25 but received no overtime pay.



**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated this 23rd day of January, 2013

Matheson & Matheson, P.L.C.

By: /s/ Darrel S. Jackson